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United States Bankruptcy Court Eastern District of Pennsylvania

In re: Case No. 20-10261-amc

Terracino M King Chapter 13

Debtor

CERTIFICATE OF NOTICE

District/off: 0313-2 User: admin Page 1 of 2
Date Rcvd: May 05, 2022 Form ID: pdf900 Total Noticed: 1

The following symbols are used throughout this certificate:

Symbol Definition

Addresses marked '+' were corrected by inserting the ZIP, adding the last four digits to complete the zip +4, or replacing an incorrect ZIP. USPS

regulations require that automation-compatible mail display the correct ZIP.

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on May 07, 2022:

Recipi ID Recipient Name and Address

db + Terracino M King, 857 N Camac Street, Philadelphia, PA 19123-1811

TOTAL: 1

 $Notice \ by \ electronic \ transmission \ was \ sent \ to \ the \ following \ persons/entities \ by \ the \ Bankruptcy \ Noticing \ Center.$

Electronic transmission includes sending notices via email (Email/text and Email/PDF), and electronic data interchange (EDI).

NONE

BYPASSED RECIPIENTS

The following addresses were not sent this bankruptcy notice due to an undeliverable address, *duplicate of an address listed above, *P duplicate of a preferred address, or ## out of date forwarding orders with USPS.

NONE

NOTICE CERTIFICATION

I, Gustava Winters, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.

Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed .R. Bank. P.2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.

Date: May 07, 2022 Signature: /s/Gustava Winters

CM/ECF NOTICE OF ELECTRONIC FILING

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on May 5, 2022 at the address(es) listed below:

Name Email Address

BRAD J. SADEK

on behalf of Debtor Terracino M King brad@sadeklaw.com

bradsadek@gmail.com;sadek.bradj.r101013@notify.bestcase.com;documents@sadeklaw.com

DANIEL P. JONES

on behalf of Creditor M&T BANK djones@sterneisenberg.com bkecf@sterneisenberg.com

MICHAEL ADAM COHEN

on behalf of Debtor Terracino M King mcohen1@temple.edu

REBECCA ANN SOLARZ

on behalf of Creditor U.S. Bank National Association as Trustee, successor in interest to Wachovia Bank, National Association,

as Trustee for Bayview Financial Mortgage Pass-Through Trust 2005-D, Mortgage Pass-Through Cer

bkgroup@kmllawgroup.com, rsolarz@kmllawgroup.com

SCOTT F. WATERMAN (Chapter 13)

ECFMail@ReadingCh13.com

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District/off: 0313-2 User: admin Page 2 of 2
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United States Trustee

USTPRegion03.PH.ECF@usdoj.gov

TOTAL: 6

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Notice Page 3 of 5 ATES BANKRUPTCY COURT FOR THE EASTERN DISTRICT OF PENNSYLVANIA

Terracino M. King a/k/a Tina King f/k/a Tina Caldwell

Debtor(s)

U.S. Bank National Association, as Trustee, successor in interest to Wachovia Bank, National Association, as Trustee for Bayview Financial Mortgage Pass-Through Trust 2005-D, Mortgage Pass-Through Certificates, Series 2005-D

Movant

VS.

11 U.S.C. Section 362

CHAPTER 13

NO. 20-10261 AMC

Terracino M. King a/k/a Tina King f/k/a Tina Caldwell

Debtor(s)

Scott F. Waterman

Trustee

STIPULATION

AND NOW, it is hereby stipulated and agreed by and between the undersigned as follows:

The post-petition arrearage on the mortgage held by the Movant on the Debtor's residence is \$1,604.95, which breaks down as follows;

Post-Petition Payments:

May 1, 2022 at \$566.95/month

Fees & Costs Relating to Motion: \$1,038.00

Total Post-Petition Arrears

\$1,604.95

- The Debtor(s) shall cure said arrearages in the following manner; 2.
- a). Beginning on June 1, 2022 and continuing through November 1, 2022, until the arrearages are cured, Debtor(s) shall pay the present regular monthly payment of \$566.95 on the mortgage (or as adjusted pursuant to the terms of the mortgage) on or before the first (1st) day of each month (with late charges being assessed after the 15th of the month), plus an installment payment of \$267.49 beginning June 2022 through October 2022 and \$267.50 for November 2022 towards the arrearages on or before the last day of each month at the address below;

M&T Bank P.O. Box 1288 Buffalo, NY 14240-1288

Maintenance of current monthly mortgage payments to the Movant b). thereafter.

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3. Should debtor(s) provide sufficient proof of payments (front & back copies of

cancelled checks and/or money orders) made, but not credited, Movant shall adjust the account

accordingly.

4. In the event the payments under Section 2 above are not tendered pursuant to the

terms of this stipulation, the Movant shall notify Debtor(s) and Debtor's attorney of the default in

writing and the Debtors may cure said default within FIFTEEN (15) days of the date of said notice.

If Debtor(s) should fail to cure the default within fifteen (15) days, the Movant may file a

Certification of Default with the Court and the Court shall enter an Order granting the Movant relief

from the automatic stay.

5. The stay provided by Bankruptcy Rule 4001(a)(3) is waived.

6. If the case is converted to Chapter 7, the Movant shall file a Certification of Default

with the court and the court shall enter an order granting the Movant relief from the automatic stay.

7. If the instant bankruptcy is terminated by either dismissal or discharge, this

agreement shall be null and void, and is not binding upon the parties.

8. The provisions of this stipulation do not constitute a waiver by the Movant of its

right to seek reimbursement of any amounts not included in this stipulation, including fees and costs,

due under the terms of the mortgage and applicable law.

9. The parties agree that a facsimile signature shall be considered an original signature.

Date: __April 28, 2022__

By: <u>/s/ Rebecca A. Solarz, Esquire</u> Attorney for Movant

Date: 5/3/22

Brad J. Sadek Esq. Attorney for Debtor(s)

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Date: 05/04/2022	/s/ Ann E. Swartz, Esquire for
	Scott F. Waterman Esq. Chapter 13 Trustee
Approved by the Court this day of retains discretion regarding entry of any fur	, 2022. However, the court
Date: May 5, 2022	Bankruptcy Judge Ashely M. Chan